YSLETA INDEPENDENT SCHOOL DISTRICT PURCHASING SERVICES

Exhibit B

16 of 23

25-1119-011CSP Wireless Data Connectivity

AWARD SUMMARY

NO NO	DESCRIPTION	QTY		AWARD SUMMARY	
		25 and greater	1st Low	Desert Communications Inc.	\$ 531.0 \$ 100.0 installatio \$ 631.0 Total Co
			2nd Low	Access Communications	\$ 663.0 \$ 159.0 Installatio \$ 822.0 Total Co
	Brand/Model Submitted: <u>Cisco Aironet 1200 - P/N</u> <u>AIR-AP1231G-A-K9</u>				
	if access point proposed does not support power over ethernet, and the adapter(s) is a separate item, then please	1 thru 10	Sole Response	Desert Communications Inc.	\$ 35.0
•	provide prices for power adapter(s).	11 thru 24	Sole Response	Desert Communications Inc.	\$ 35.0
	Brand/Model Submitted: AIR-PWRINJ3	25 and greater	Sole Response	Desert Communications Inc.	\$ 35.0
5	Access Points - Cisco Aironet 1300 series or compatible; 802.11g compliant; power over ethernet capability; with high gain omni-directional antenna. Must include all mounting hardware for both vertical and horizontal mounting on walls	1 thru 10	1st Low	Access Communications	\$ 1.098.5 \$ 159.0 Installatio \$ 1.257.5 Total Cos
	or ceilings. Installation with site survey cost included per each access point.		2nd Low	Desert Communications Inc.	\$ 1.230.00 \$ 100.00 Installation \$ 1.330.00 Total Cos
		11 thru 24	1st Low	Access Communications	\$ 1,098.54 \$ 159.00 Installation \$ 1,257.54 Total Cos
)			2nd Low	Desert Communications Inc.	\$ 1.230.00 \$ 100.00 installation \$ 1.330.00 Total Cos

PURCHASING SERVICES

Exhibit B

25-1119-011CSP Wireless Data Connectivity

AWARD SUMMARY



ITEM NO	DESCRIPTION	QTY		AWARD SUMMARY	
NO	DESCRIPTION .	25 and greater	1st Low	Access Communications	\$ 1,098.54 \$ 159.00 installation \$ 1,257.54 Total Cost
			2nd Low	Desert Communications Inc.	\$ 1,230.00 \$ 100.00 Installation \$ 1,330.00 Total Cost
	Brand/Model Submitted: <u>Cisco AIR-BR1310G-A-K9-R, AIR-ANT2506, AIR-ACCWAMK1300</u>				,
	If access point proposed does not support power over ethernet, and the adapter(s) is a separate item, then please	1 thru 10		No response received; will quote as needed	
3	provide prices for power adapter(s).	11 thru 24		No response received; will quote as needed	
	Brand/Model Submitted: N/A	25 and greater		No response received; will quote as needed	
6	Access Points - Cisco Aironet 1300 series or or compatible; 802.11g compliant; power over ethernet capability; with low gain directional antenna. Must include all mounting hardware for both vertical and horizontal mounting on walls or ceilings.	1 thru 10	1st Low	Desert Communications Inc.	\$ 950.00 \$ 100.00 Installation \$ 1.050.00 Total Cost
	Installation with site survey cost included per each access point.		2nd Low	Access Communications	\$ 1,144.44 \$ 159.00 Installation \$ 1,303.44 Total Cost
		11 thru 24	1st Low	Desert Communications Inc.	\$ 950.00 \$ 100.00 Installation \$ 1.050.00 Total Cost
			2nd Low	Access Communications	\$ 1,144,44 \$ 159,00 installation \$ 1,305,44 Total Cos

YSLETA INDEPENDENT SCHOOL DISTRICT PURCHASING SERVICES

Exhibit B

25-1119-011CSP Wireless Data Connectivity

AWARD SUMMARY

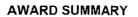


ITÉM		OT1		ALALA DO OLIVA A A DI C	
NO	DESCRIPTION	QTY 25 and greater	1st Low	AWARD SUMMARY Desert Communications Inc.	\$ 950.00
		25 and greater	ISLLOW	Desert Communications lite.	\$ 100.00
					Installation
					\$ 1,050.00
					Total Cost
			2nd Low	Access Communications	\$ 1,144.44
					\$ 159.00
					Installation \$ 1,303.44
					Total Cost
	Brand/Model Submitted: <u>Cisco Aironet 1300 - P/N</u>				
	AIR-BR1310-A-K9-R, includes antenna & mounting h/w - AIR-ANT-1729, AIR-ACCWAMK1300				
	IIIW - AIN-AINI-1129, AIN-ACCVAIVIN 1300				
	If access point proposed does not support	1 thru 10		No response received;	
	power over ethernet, and the adapter(s)			will quote as needed	
	is a separate item, then please provide prices for power adapter(s).	11 thru 24		No response received;	
•	provide prices for power adapter(s).) ! till@ 24		will quote as needed	
		25 and greater		No response received;	
	Brand/Model Submitted: N/A			will quote as needed	
7	Access Points - Cisco Aironet 1300 series or compatible; 802.11g compliant; power over ethernet capability; with high gain directional antenna. Must include all mounting hardware for both vertical and horizontal mounting on	1 thru 10	1st Low	Desert Communications Inc.	\$ 1,039.00 \$ 100.00 Installation \$ 1,139.00 Total Cost
	walls or ceilings.				Total Gost
			2nd Low	Access Communications	\$ 1,236.24
	Installation with site survey cost included per				\$ 159.00
	each access point.				Installation
					\$ 1,395.24 Total Cost
		11 thru 24	1st Low	Desert Communications Inc.	\$ 1,039.00
					\$ 100.00
					Installation
					\$ 1.139.00 Total Cost
			2nd Low	Access Communications	5 1,230,24
- 1					159.00
					installatio;
					1 1.395.24 Total Coc

YSLETA INDEPENDENT SCHOOL DISTRICT PURCHASING SERVICES

Exhibit B

25-1119-011CSP Wireless Data Connectivity





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ITEN	1				
NO	DESCRIPTION	QTY		AWARD SUMMARY	
		25 and greater	1st Low	Desert Communications Inc.	\$ 1,039.00 \$ 100.00 installation \$ 1,139.00 Total Cost
			2nd Low	Access Communications	\$ 1,236.24 \$ 159.00 Installation \$ 1,395.24 Total Cost
	Brand/Model Submitted: Cisco Aironet 1300 - P/N AIR-BR1310-A-K9-R, includes antenna & mounting h/w - AIR-ANT-1949, AIR-ACCWAMK1300				
ere.	If access point proposed does not support power over ethernet, and the adapter(s) is a separate item, then please	1 thru 10		No response received; will quote as needed	
)	provide prices for power adapter(s).	11 thru 24		No response received; will quote as needed	
	Brand/Model Submitted: N/A	25 and greater		No response received; will quote as needed	
8	Access Points - Cisco Aironet 1300 series or compatible; 802.11g compliant; power over ethernet capability; without antenna. Must include all mounting hardware for both vertical and horizontal mounting on walls or ceilings.	1 thru 10	1st Low	Desert Communications inc.	\$ 820.00 \$ 100.00 Installation \$ 920.00 Total Cost
	Installation with site survey cost included per each access point.		2nd Low	Access Communications	\$ 978.18 \$ 159.00 Installation \$ 1.137.18 Total Cost
· ***		11 thru 24	1st Low	Desert Communications Inc.	\$ 820.00 \$ 100.00 Installation \$ 920.00 Total Cost

YSLETA INDEPENDENT SCHOOL DISTRICT PURCHASING SERVICES

Exhibit B

25-1119-011CSP Wireless Data Connectivity

AWARD SUMMARY



ITEN			· · · · ·			
NO	DESCRIPTION	QTY		AWARD SUMMARY		
			2nd Low	Access Communications	\$	978.18
					\$	159.00
						nstallation 1,137.18
						Total Cost
						iotal Cost
		25 and greater	1st Low	Desert Communications Inc.	\$	820.00
					\$	100.00
						nstallation
					\$	920.00
						Total Cost
			2nd Low	Access Communications	\$	978.18
					\$	159.00
						nstallation
					•	1,137.18
						Total Cost
	Brand/Model Submitted: Cisco Aironet 1300 - P/N					
	AIR-BR1310-A-K9-R, includes mounting h/w - AIR-					
	ACCWAMK1300					
	If access point proposed does not support	1 thru 10		No response received;		
	power over ethernet, and the adapter(s)			will quote as needed		
	is a separate item, then please					
	provide prices for power adapter(s).	11 thru 24		No response received;		
				will quote as needed		
		25 and greater		No response received;		
	Brand/Model Submitted: N/A			will quote as needed		
9	Antennas	1 thru 10	1st Low	Access Communications	\$	16.20
	Omni-directional; low gain		2nd Low	Desert Communications Inc.	\$	95.00
		11 thru 24	1st Low	Access Communications	\$	16,20
		() and 24	2nd Low	Desert Communications Inc.	\$	95.00
					Ψ	23.00
		25 and greater	1st Low	Access Communications	\$	16.20

2nd Low

Desert Communications Inc.

95.00

\$

Brand/Model Submitted: Cisco AIR-ANT4941



YSLETA INDEPENDENT SCHOOL DISTRICT PURCHASING SERVICES

Exhibit B

25-1119-011CSP Wireless Data Connectivity





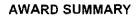
TEM					
NO	DESCRIPTION	QTY		AWARD SUMMARY	
	Omni-directional; high gain	1 thru 10	1st Low	The Presidio Corporation	\$ 98.11
			2nd Low	Access Communications	\$ 122.72
		11 thru 24	1st Low	The Presidio Corporation	\$ 98.11
			2nd Low	Access Communications	\$ 122,72
		25 and greater	1st Low	The Presidio Corporation	\$ 98.11
			2nd Low	Access Communications	\$ 122.72
	Brand/Model Submitted: Cisco AIR-ANT1728				
	Directional; low gain	1 thru 10	1st Low	Desert Communications Inc.	\$ 130.00
			2nd Low	The Presidio Corporation	\$ 135.13
		11 thru 24	1st Low	Desert Communications Inc.	\$ 130.00
			2nd Low	The Presidio Corporation	\$ 135.13
		25 and greater	1st Low	Desert Communications Inc.	\$ 130.00
			2nd Low	The Presidio Corporation	\$ 135.13
	Brand/Model Submitted: <u>AIR-ANT-1729</u>				
	Directional; high gain	1 thru 10	1st Low	The Presidio Corporation	\$ 184.49
			2nd Low	Desert Communications Inc.	\$ 218.00
		11 thru 24	1st Low	The Presidio Corporation	\$ 184.49
			2nd Low	Desert Communications Inc.	\$ 218.00
		25 and greater	1st Low	The Presidio Corporation	\$ 184.49
			2nd Low	Desert Communications Inc.	\$ 218.00

Brand/Model Submitted: Cisco AIR-ANT2410Y-R

YSLETA INDEPENDENT SCHOOL DISTRICT PURCHASING SERVICES

Exhibit B

25-1119-011CSP Wireless Data Connectivity





ITEM					
NO	DESCRIPTION	QTY		AWARD SUMMARY	
10	CardBus 802.11a/b/g client system adapters	1 thru 10	1st Low	Desert Communications Inc.	\$ 99.75
	for laptops.		2nd Low	The Presidio Corporation	\$ 4,171.06
					\$104.27 ea
		11 thru 24	1st Low	Desert Communications Inc.	\$ 99.75
			2nd Low	The Presidio Corporation	\$ 4,171.06
					\$104.27 ea
		25 and greater	1st Low	Desert Communications Inc.	\$ 99.75
			2nd Low	The Presidio Corporation	\$ 4,171.06
					\$104.27 ea
	Brand/Model Submitted: <u>AIR-CB21AG-A-K9</u>				
11	PCI 802.11a/b/g Card adapter for desktop PCs.	1 thru 10	1st Low	Desert Communications Inc.	\$ 147.00
			2nd Low	The Presidio Corporation	\$ 1,536.38
				·	\$153.64 ea
				* Southwestern Wireless @ \$79.	00
				provided an item that is lacking card	the PCIA
		11 thru 24	1st Low	Desert Communications Inc.	\$ 147.00
			2nd Low	The Presidio Corporation	\$ 1,536.38
					\$153.64 ea
		25 and greater	1st Low	Desert Communications Inc.	\$ 147.00
			2nd Low	The Presidio Corporation	\$ 1,536.38
					\$153.64 ea

Brand/Model Submitted: AIR-PI21AG-A-K9

YSLETA INDEPENDENT SCHOOL DISTRICT PURCHASING SERVICES

Exhibit B

25-1119-011CSP Wireless Data Connectivity

AWARD SUMMARY



ITEM						
_NO	DESCRIPTION	QTY		AWARD SUMMARY		
12	Power adapters for proposed access points.	1 thru 10	1st Low	Desert Communications Inc.	\$	35.00
			2nd Low	The Presidio Corporation	\$	36.40
		11 thru 24	1st Low	Desert Communications Inc.	\$	35.00
			2nd Low	The Presidio Corporation	\$	36.40
		25 and greater	1st Low	Desert Communications Inc.	\$	35.00
			2nd Low	The Presidio Corporation	\$	36.40

Brand/Model Submitted: AIR-PWR-INJ3

Exhibit "C" Project(s)

Wireless Data, or portion thereof

Exhibit "D" Description of Services and Timetables

The Services consist of the Provider Items as set forth on Exhibit "B", as may be more fully described elsewhere in this Agreement or in more detail [with respect to the particular Provider Items] in YISD's request for competitive sealed proposal pursuant to which this Agreement was awarded.

Due to the nature of the Project and the Program contingencies, the quantities of the Services required to be provided by Provider for the Project, the details and specifications of the required products and work, and the timetables and sequencing of the Services shall be as later reasonably determined by YISD. Provider agrees to reasonably cooperate with YISD and other vendors or contractors in connection with appropriate sequencing and compatibility issues.

Exhibit "E" Insurance

Provider shall procure and maintain, at no additional cost to YISD, the following insurance coverages required in this Exhibit "E", as well as whatever other insurance coverage which YISD may require and provide evidence thereof at the time of execution of this Agreement. Such insurance is to be primary with respect to any other similar insurance available to YISD regardless of the provisions of such insurance and is to name YISD as an additional insured and loss payee. All insurance policies on which YISD is named as an additional insured must contain (i) a breach of warranty provision guaranteeing that YISD will be insured regardless of breach by Provider, and (ii) a waiver of subrogation by insurers in favor of YISD. Provider will furnish to YISD certificates and additional insured endorsements evidencing the specified insurance prior to beginning the Services and, if requested by YISD copies of the insurance policies themselves. Such certificates must provide that at least sixty (60) days prior written notice of any policy cancellation or change be given to YISD. All insurance must be obtained from insurance carriers with a Best' rating of at least "A-10" and that are Provider will require any subcontractors, subotherwise acceptable to YISD. subcontractors, consultants, specialists and other persons, firms or entities retained by Provider to perform any portion of the Services to also maintain all such insurance set forth below and to provide YISD such certificates of insurance, additional insured endorsements, breach of warranty provisions and, if requested, certified copies of the policies themselves. The failure of Provider to comply with the insurance requirements set forth herein prior to the commencement of the Services will, without limitation upon any other remedies available to YISD, be grounds for cancellation of this Agreement and any other agreement(s) by and between Provider and YISD without notice at any time during such failure of compliance. If YISD is damaged by the failure to maintain all required insurance, Provider shall bear all such damages. The general indemnification granted by Provider in the Agreement shall not be comprised or limited by the amount of insurance coverage. Any losses incurred by YISD arising from the provision of the Services, whether or not covered by the insurance described below or within the deductible of such insurance, will be the sole responsibility of Provider to the extent they are covered by the indemnity provisions or any other provisions of this Agreement.

The minimum required insurance coverages are as follows:

1. Workers' compensation insurance coverage that meets or exceeds legal requirements covering all of the Provider's employees.

Pursuant to Section 406.096 of the Texas Labor Code and Section 110.110 of Title 28 of the Texas Administrative Code the Provider shall comply with the following with regard to Workers's compensation insurance coverage:

A. Definitions:

Certificate of Coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83 or TWCC-84), showing statutory Workers's compensation insurance coverage for the person's or entity's employees providing services on a project for the duration of the project.

Duration of the project - includes the time from the beginning of the Services on the project until the contractor's/person's Services on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in § 406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnished persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation or other service related to the project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all employees of the contractor providing services on the project for the duration of the project.
- C. The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on the project, and provide to the governmental entity:
 - 1. A certificate of coverage, prior to that person beginning Services on the project, so that the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

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- 2. No later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on the project, to:
 - 1. provide coverage, based on proper reporting of classification codes any payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401 .011(44) for all of its employees providing services on the project for the duration of the project;
 - 2. provide to the contractor, prior to that person beginning Services on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project for the duration of the project;
 - 3. provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 4. obtain from each other person with whom it contracts, and provide to the contractor:
 - a. a certificate of coverage, prior to the other person beginning Services on the project; and
 - b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period

end mineral services. The

shown on the current certificate of coverage ends during the duration of the project;

- 5. retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
- 6. notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 7. contractually require each person with whom it contracts to perform as required by paragraphs (1)- (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing the contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by Workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed wit the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulations. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties or other civil action.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor that entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the owner.
- 2. Automobile and truck liability coverage with minimum limits of \$1,000,000.00 bodily injury and \$1,000,000.00 property damage including owned, non-owned and hired motor vehicle coverage.
- 3. Commercial general liability insurance coverage covering claims for damages arising out of bodily injury, sickness or disease, death and property damage with minimum limits of \$1,000,000.00 per occurrence and an aggregate per location limit of not less than \$5,000,000.00 and shall also include the following coverages in amounts acceptable to YISD:
 - (a) Premises and Operations coverage, including coverage for explosion, collapse and underground damage, if applicable:
 - (b) Products and Completed Operations coverage;
 - (c) Contractual liability coverage:
 - (d) Personal and Advertising Injury coverage: and

- (e) Fire damage with a limit of \$50,000.00 and medical expenses with a limit of \$5,000.00.
- 4. Employer's liability coverage with minimum limits of:
 - (a) \$1,000,000.00—Each Accident;
 - (b) \$1,000,000.00—Disease—Policy Limit; and
 - (c) \$1,000,000.00—Disease—Each Employee.

If I eased employees will be u sed, the Provider shall provide Y ISD with a copy of the leasing company's Texas State License and evidence of workers' compensation coverage insuring the leased employees.

5. Builder's risk insurance for the Services to the full insurable value thereof until YISD has finally accepted the Services. Such insurance shall, without limitation, insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft (of property, tools, equipment, vehicles) vandalism, malicious mischief, collapse, and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the services and expenses of a consultant whose services are required as a result of such insured loss, if not covered under builder's risk insurance or otherwise provided in the Agreement. The Provider shall also effect and maintain similar property insurance on portions of the Services stored off the site or in transit when such portions of the Services are to be included in an invoice for payment.

If by the terms of this insurance any mandatory deductions are required, or if the Provider should elect, with the concurrence of YISD, to increase the mandatory deductible amounts or purchase this insurance with voluntary deductible amounts, the Provider shall be responsible for payment of the amount of the deductible in the event of a paid claim.

6. The Provider shall also obtain and maintain an umbrella policy with a combined single limit of not less than \$4,000,000.00.

With respect to any of the insurance policies provided by the Provider pursuant to the Agreement which are "claims made" policies, in the event any such policies are canceled or non-renewed, the Provider shall provide a substitute insurance policy or policies with terms and conditions and in amounts which comply with the terms of the Agreement and which provide for retroactive coverage from the date of the execution of the Agreement in order to ensure that there are no gaps in coverage which may exist due to cancellation or non-renewal of all prior "claims made" policies. With respect to all "claims made" policies which are renewed, the Provider shall provide coverage retroactive back to and including the date of the execution of the Agreement. All substitute or renewed "claims made" policies shall be maintained in full force and effect for one year from the date of final acceptance of the Services. In the event that the Agreement is terminated prior to the complete provision of the Services, the Provider shall maintain all insurance policies provided by the Provider pursuant to the Agreement in full force and effect for one year

from the date of final acceptance of the Services. If the Provider neglects or refuses to provide any insurance required by this Exhibit "E", or if any insurance is cancelled, YISD may procure such insurance and deduct the amount of such insurance from amounts due the Provider.

Exhibit "F" Audit of Records

Upon execution of this Agreement, Provider's Records (as defined below) shall upon reasonable notice be open to inspection and subject to audit and/or reproduction during normal business working hours. Such audits may be performed by YISD's representative or an outside representative engaged by YISD. YISD or its designee may conduct such audits or inspections throughout the term of this Agreement and for a period of three years after final payment or longer if required by law. YISD's representatives may (without limitation) conduct verifications such as counting employees at the site of the S ervices, witnessing the distribution of p ayroll, v erifying information and amounts through interviews and written confirmations of Provider's employees, field and agency labor, subcontractors and vendors. "Providers Records" as referred to in this Agreement shall mean and include any and all information, materials and data of every kind and character, including, without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in YISD's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any portion of the Agreement. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; payroll records; cancelled payroll checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating worksheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; invoices and related payment documentation; general ledger, records detailing cash and trade discounts earned, insurance rebates and dividends; and any other records which may have a bearing on matters of interest to YISD in connection with Provider's dealings with YISD to the extent necessary to adequately permit evaluation and verification of any or all of the following: (i) compliance with the requirements of the Agreement; (ii) compliance with all specifications; (iii) compliance with YISD's business ethics expectations; (iv) compliance with any provisions regarding change orders; (v) accuracy of Provider's representations regarding pricing; and (vi) accuracy of Provider's representations related to claims submitted by Provider or any of its payees.

Provider shall require all payees (examples of payees includes but is not limited to consultants, subcontractors and material suppliers) to comply with the provisions of this Exhibit "F" by including the requirements hereof in a written contract agreement between Provider and all such payees. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to sub-consultants, sub-subcontractors and sub-material suppliers, etc. Provider will cooperate fully and will cause all such parties to cooperate fully in furnishing or in making available to YISD from time to time whenever requested, in an expeditious manner, any and all such information, materials and data. YISD's authorized representative or designee shall have reasonable access to Provider's facilities, shall be allowed to interview all current or former employees to

discuss matters pertinent to the performance of this Agreement and shall be provided adequate and appropriate Services space, in order to conduct audits in compliance with this Exhibit "F".

If an audit inspection or examination in accordance with this Exhibit "F" discloses overpricing or overcharges (of any nature) by Provider to YISD in excess of \$1,000.00, in addition to making adjustments for the overcharges, the reasonable actual cost of YISD's audit shall be reimbursed to YISD by Provider. Any adjustments and/or payments which must be made as a result of any such audit or inspection of Provider's Records shall be made within ninety (90) days from presentation of YISD's findings to Provider.

Pursuant to applicable laws, Provider shall retain and shall contractually require each consultant Provider utilizes for the Services to retain all data, books, and other records relating to this Agreement for a period of three years after completion of the Services. All data, books, and other records shall be subject to inspection and audit by YISD or its authorized representative at reasonable times. Upon request, Provider shall produce the original of any or all of Provider's Records. If approved by YISD, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

The term "Providers Records" also includes, without limitation, all documents, information, data, materials, records, or other items required by Program rules to be available for inspection by the SLD or other government authorities. This audit obligation is in addition to any required by Program rules.

Exhibit "G" Ethics Policy

During the course of pursuing job orders with YISD and while performing Services in accordance with the Agreement, Provider agrees to maintain business ethics standards aimed at avoiding any impropriety or conflict of interest which could be construed to have an adverse impact on matters with respect to the Agreement.

Provider shall take reasonable actions to prevent any actions or conditions which could result in a conflict with YISD's best interests. These obligations shall apply to the activities of Provider's employees, agents, subcontractors, etc. For example, Provider's employees, agents, subcontractors, material suppliers (or their representatives) should not make or provide to be made any employment, gifts, extravagant entertainment, payments, loans, free Services, substantially discounted Services, or other considerations to YISD's representatives, employees or their relatives. Similarly, Provider's employees, agents or subcontractors (or their relatives) should not receive any commissions, gifts, extravagant entertainment, payments, loans, free Services, substantially discounted Services or any other considerations from representatives of subcontractors, or material suppliers performing Services related to the Agreement.

Provider agrees to notify YISD or an appropriate representative of YISD (i.e. the Director of Internal Audit and/or the Director of Loss Prevention) as soon as possible after Provider becomes aware of any instance where there has been a failure to comply with the provisions of YISD's ethics policy.

Upon request by YISD, Provider agrees to provide a representation letter in a form agreeable to YISD stating that Provider understands that YISD has a business ethics policy which provides that none of YISD's employees nor members of their family shall accept anything of value from contractors, suppliers, vendors or others transacting or seeking to transact business with YISD and that Provider is not aware of any situations violating that policy which have not been previously reported to YISD.

Provider agrees to include this ethics policy in all of Provider's contracts with respect to Services performed under any agreement with YISD.

Provider shall permit interviews of employees, reviews and audits of accounting or other records by YISD's representative(s) to evaluate compliance with YISD's business ethics standards. Such reviews and audits will encompass all dealings and activities of Provider's employees, agents, representatives, vendors, subcontractors, and other third parties paid by Provider in their relations with YISD's current or former employees or employee relatives.

Provider is expected to disclose in writing to YISD any business arrangements such as commission arrangements, referral fee arrangements, ownership interests, profit sharing arrangements, bonus arrangements, etc. that its organization, any affiliated

organization, or any representatives (or relatives of representatives) of their organization have with any other contractor, YISD representative, or consultant involved in any way with the Agreement.

FCC Form 471 Appro × Schools and Libraries Universal Service Description of Services Ordered and Certification Form 471 Estimated Average Burden Hours per Response: 4 hours This form asks schools and libraries to list the eligible telecommunications-related services they have ordered and estimate the annual charges for the Fund Administrator can set aside sufficient support to reimburse providers for services. Please read instructions before beginning this application. (You can also file online at www.sl.universalservice.org The instructions include information on the deadlines for filing this application. Applicant's Form Identifier Form 471 Application# (Create your own code to identify THIS Yr8-Cabling/Network Electronics 458578 (To be assigned by administrator) Block 1: Billed Entity Information (The "Billed Entity" is the entity paying the bills for the service listed on this form.) Name of 1 a YSLETA INDEP SCHOOL DISTRICT Billed Entity Funding Year: July 2005 Through June 30: 2006 2 a Billed Entity Number:142115 Street Address, P.O. Box, 9600 SIMS DR 4 a or Routing Number City **EL PASO** State TX Zip Code 79925 7200 Telephone b 915-434-0000 c Fax Number 915-435-9521 Number 5 a Type of Individual School (individual public or non-public school) Application School District (LEA; public or non-public [e.g. diocesan] local district representing multiple schools) Library (including library system, library outlet/branch or library consortium as defined under LSTA) Consortium Check here if any members of this consortium are ineligible or non-governmental entities) Contact 6 Person's Richard L. Duncan Name First, if the Contact Person's Street Address is the same as in Item 4, check this box. 🔯 If not, please complete the entries for the Street A Street Address, b P.O. Box, or Routing Number City State Zip Code Telephone Number 915-434-1087 d Fax Number 915-435-9521 E-mail Address richdunc@yisd.net Holiday/vacation/summer contact information

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FCC Form 471 - Nov

Entity Number 142115 Contact Person Richard L. Dunc		cant's Form Identifier le Number	Yr8-Cabling/Network Electric 915-434-1087	ctronics
This information will facilitate the proce information on the FIRST Form 471 you subsequent Forms 471. Provide your b Schools/school districts complete	u file, to encompass this and all other Fo est estimates for the services ordered a	orms 471 you will file for t across ALL of your Forms	his funding year. You need not 471.	uesting discour complete this i
Block 2: Impact of Services Or	dered on Schools		ramanagajanan kari Printe di Siri di Milia di Milia di Angala di Angala di Santan angan an magana angan di San	ann shoann de marine ann sin de Abordon de Aguarda
IF THIS APPLICAT	TION INCLUDES SCHOOLS	1980-1980 - 1980-1980 - 1980 - 1980 - 1980 - 1980 - 1980 - 1980 - 1980 - 1980 - 1980 - 1980 - 1980 - 1980 - 19	BEFORE ORDER	AFTi
7a Number of students	s to be served			
	N	O DATA		
	APPLICABLE AS THIS APPL Student Count		DISTRICT	
Weighted Product (Sum. C			Shared I	Discount: 8
1. School Name: ALICIA Cl 2. Entity Number: 176397 3. Rural/Urban: Urban 4. Student Count: 751 7. Discount: 80% 9. Pre-K/Adult Ed/Juv: N	HACON INTERMEDIATE NCES: 5. NSLP Students: 539 8. Weighted Product: 600 10. Alt Disc Mech: N		ents/Students: 71.770%	6
1. School Name: ASCARAT 2. Entity Number: 93062 3. Rural/Urban: Urban 4. Student Count: 470 7. Discount: 90% 9. Pre-K/Adult Ed/Juv: N	NCES: 48 46680 5306		ents/Students: 89.361%	6
4. Student Count: 470 7. Discount: 90% 9. Pre-K/Adult Ed/Juv: N 1. School Name: BEL AIR I 2. Entity Number: 93057 3. Rural/Urban: Urban 4. Student Count: 2198 7. Discount: 90% 9. Pre-K/Adult Ed/Juv: N 1. School Name: CADWALI 2. Entity Number: 93070	HIGH SCHOOL NCES: 48 46680 767 5. NSLP Students: 1824 8. Weighted Product: 197 10. Alt Disc Mech: N		ents/Students: 82.984%	%
1. School Name: CADWAL 2. Entity Number: 93070	LADER ELEMENTARY SCHO NCES: 48 46680 05309	OOL		

3. Rural/Urban: Urban 4. Student Count: 319 5. NSLP Students: 259 6. NSLP Students/Students: 81.191% 7. Discount: 90% 8. Weighted Product: 287.1 9. Pre-K/Adult Ed/Juv: N 10. Ait Disc Mech: N 1. School Name: CAMINO REAL MIDDLE SCHOOL 2. Entity Number: 93029 NCES: 48 46680 6809 3. Rural/Urban: Urban 4. Student Count: 723 5. NSLP Students: 678 6. NSLP Students/Students: 93.775% 7. Discount: 90% 8. Weighted Product: 650.7 9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N 1. School Name: CAPISTRANO ELEMENTARY SCHOOL 2. Entity Number: 93032 NCES: 48 46680 5310 3. Rural/Urban: Urban 4. Student Count: 771 5. NSLP Students: 736 6. NSLP Students/Students: 95.460% 7. Discount: 90% 8. Weighted Product: 693.9 9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N 1. School Name: CEDAR GROVE ELEMENTARY SCHOOL 2. Entity Number: 93069 NCES: 48 46680 5311 3. Rural/Urban; Urban 4. Student Count: 727 5. NSLP Students: 679 6. NSLP Students/Students: 93.397% 7. Discount: 90% 8. Weighted Product: 654.3 9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N 1. School Name: CESAR CHAVEZ ACADEMY 2. Entity Number: 185395 NCES: 48 46680 03897 3. Rural/Urban: Urban 4. Student Count: 112 5. NSLP Students: 103 6. NSLP Students/Students: 91.964% 7. Discount: 90% 8. Weighted Product: 100.8 9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N School Name: CONNIE HULBERT ELEMENTARY 2. Entity Number: 213162 NCES: 48 46680 09449 3. Rural/Urban: Urban 4. Student Count: 460 5. NSLP Students: 441 6. NSLP Students/Students: 95.869% 7. Discount: 90% 8. Weighted Product: 414 9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N School Name: DEL NORTE HEIGHTS ELEM SCHOOL 2. Entity Number: 93051 NCES: 48 46680 5312 3. Rural/Urban: Urban 4. Student Count: 619 5. NSLP Students: 512 6. NSLP Students/Students: 82.714% 7. Discount: 90% 8. Weighted Product: 557.1 9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N 1. School Name: DEL VALLE HIGH SCHOOL 2. Entity Number: 93014 NCES: 48 46680 860 3. Rural/Urban: Urban 4. Student Count: 1921 5. NSLP Students: 1636 6. NSLP Students/Students: 85.163% **7. Discount: 90%** 8. Weighted Product: 1728.9 9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N 1. School Name: DESERT VIEW MIDDLE SCHOOL 2. Entity Number: 93158 NCES: 48 46680 5827

3. Rural/Urban: Urban 4. Student Count: 595 5. NSLP Students: 332 6. NSLP Students/Students: 55.798% 7. Discount: 80% 8. Weighted Product: 476 9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N 1. School Name: DESERTAIRE ELEMENTARY SCHOOL 2. Entity Number: 93074 NCES: 48 46680 21024 3. Rural/Urban: Urban 4. Student Count: 593 5. NSLP Students: 521 6. NSLP Students/Students: 87.858% 7. **Discount**: 90% 8. Weighted Product: 533.7 9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N 1. School Name: DOLPHIN TERRACE ELEM SCHOOL 2. Entity Number: 93089 NCES: 48 46680 5313 3. Rural/Urban: Urban 4. Student Count: 749 5. NSLP Students: 585 6. NSLP Students/Students: 78.104% 7. Discount: 90% 8. Weighted Product: 674.1 9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N 1. School Name: EAST POINT ELEMENTARY SCHOOL 2. Entity Number: 93104 NCES: 48 46680 05314 3. Rural/Urban: Urban 4. Student Count: 870 5. NSLP Students: 650 6. NSLP Students/Students: 74.712% 7. Discount: 90% 8. Weighted Product: 783 9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N 1. School Name: EASTWOOD HEIGHTS ELEM SCHOOL 2. Entity Number: 93109 NCES: 48 46680 05316 3. Rural/Urban: Urban 4. Student Count: 756 5. NSLP Students: 521 6. NSLP Students/Students: 68.915% 7. Discount: 80% 8. Weighted Product: 604.8 9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N 1. School Name: EASTWOOD HIGH SCHOOL 2. Entity Number: 93106 NCES: 48 46680 00771 3. Rural/Urban: Urban 4. Student Count: 2192 5. NSLP Students: 1057 6. NSLP Students/Students: 48.220% 7. Discount: 60% 8. Weighted Product: 1315.2 9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N 1. School Name: EASTWOOD KNOLLS ELEM SCHOOL 2. Entity Number: 93110 NCES: 48 46680 05318 3. Rural/Urban: Urban 4. Student Count: 712 5. NSLP Students: 439 6. NSLP Students/Students: 61.657% 7. Discount: 80% 8. Weighted Product: 569.6 9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N 1. School Name: EASTWOOD MIDDLE SCHOOL **2. Entity Number:** 93142 NCES: 48 46680 05317 3. Rural/Urban: Urban 4. Student Count: 844 5. NSLP Students: 557 6. NSLP Students/Students: 65.995% 7. **Discount:** 80% 8. Weighted Product: 675.2 9. Pre-K/Adult Ed/Juv: N 10. Alt Disc Mech: N 1. School Name: EDGEMERE ELEMENTARY SCHOOL 2. Entity Number: 93098 NCES: 48 46680 5319